

DEBEVOISE & PLIMPTON

875 THIRD AVENUE
NEW YORK, NY 10022
(212) 909-6000

CABLE DEBSTEVE NEW YORK
TELEX 234400 DEBS UR
TELECOPIER (212) 909-6836

555 13TH STREET, N W
WASHINGTON DC 20004
TELEPHONE (202) 383-8000
TELEX 405586 DPDC WUUD
TELECOPIER (202) 383 8118

12 AVENUE D'EYLAU
75116 PARIS
TELEPHONE (33-1) 47 04 46 04
TELEX 648141F DPPAR
TELECOPIER (33-1) 47 55 15 95

1 CREED COURT, 5 LUDGATE HILL
LONDON EC4M 7AA
TELEPHONE (44-71) 329 0779
TELEX 88 4569
TELECOPIER (44-71) 329 0860

333 SOUTH GRAND AVENUE
LOS ANGELES, CA 90071
TELEPHONE (213) 680-8000
TELEX 401527 DPLA
TELECOPIER (213) 680-8100

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 17026-1

NOV 13 1990 - 12:55 PM

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EDWIN G SCHALLERT
LAWRENCE K CAGNEY
JOSEPH P MOODHE

ELI WHITNEY DEBEVOISE
1899-1990

FRANCIS TP PLIMPTON
1900-1983

STANLEY R RESOR
JOSEPH BARBASH
HAROLD H HELLY JR
JAMES B WELLES JR
OF COUNSEL

*NOT ADMITTED IN NEW YORK

0-317A046

November 8, 1990

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Strickland:

Reference is made to the (i) Equipment Lease Agreement (BN 1990-B), dated as of September 14, 1990, filed with the Interstate Commerce Commission on September 27, 1990 at 12:05 p.m. and assigned Recordation Number 17026 and (ii) Trust Indenture and Security Agreement (BN 1990-B), dated as of September 14, 1990, filed with the Interstate Commerce Commission on September 27, 1990 at 12:05 p.m. bearing and assigned Recordation Number 17026B. Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303 are two copies of each of the Lease Supplement (BN 1990-B) No. 2, dated November 13, 1990 ("Lease Supplement") and the Indenture Supplement (BN 1990-B) No. 2, dated November 13, 1990 ("Indenture Supplement"), the Lease Supplement and Indenture Supplement being secondary documents.

The names and addresses of the parties to the enclosed documents are:

Lease Supplement

Lessor:

Wilmington Trust Company, as
Owner Trustee
Rodney Square North
Wilmington, Delaware 19890

(1) Enclosed
CA 10/10/90

#30

17026-D

17026-E

Sidney L. Strickland, Jr.

-2-

November 8, 1990

Lessee: Burlington Northern Railroad
Company
777 Main Street
Fort Worth, Texas 76102

Indenture Supplement

Owner Trustee: Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

A description of the railroad equipment covered by the enclosed documents is set forth in Schedule 1 to the Lease Supplement.

Also enclosed is a check in the amount of \$30 payable to the order of the Interstate Commerce Commission covering the required recordation fees.

Kindly return stamped copies of the enclosed documents to the undersigned.

A short summary of the enclosed documents to appear in the Commission's Index is:

The Lease Supplement (BN 1990-B) No. 2, dated November 13, 1990, between Wilmington Trust Company, as Owner Trustee, Lessor, and Burlington Northern Railroad Company, Lessee, and the Indenture Supplement (BN 1990-B) No. 2, dated November 13, 1990, executed by the Owner Trustee, covering covered grain hopper railroad cars.

Very truly yours,



Jonathan D. Bokor

Enclosures

10343936

17026-E
RECORDATION NO. FILED 1423

NOV 13 1990 -12 55 PM

INTERSTATE COMMERCE COMMISSION

TRUST INDENTURE SUPPLEMENT (BN 1990-B) NO. 2

Dated November 13, 1990

by

WILMINGTON TRUST COMPANY,
Owner Trustee

Filed with the Interstate Commerce Commission pursuant
to 49 U.S.C. § 11303 on November __, 1990, at __:__.M.
Recordation Number ____, and deposited in the office
of the Registrar General of Canada pursuant to
Section 90 of the Railway Act of Canada on
November __, 1990, at __:__.M.

TRUST INDENTURE SUPPLEMENT
(BN 1990-B) NO. 2

This INDENTURE SUPPLEMENT (BN 1990-B) No. 2, dated November 13, 1990 (this "Indenture Supplement"), of WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as trustee (the "Owner Trustee") under the Trust Agreement (BN 1990-B), dated as of September 14, 1990 (the "Trust Agreement"), between the Owner Trustee in its individual capacity and Unionbanc Leasing Corporation, a California corporation, as Owner Participant;

W I T N E S S E T H :

WHEREAS, the Trust Agreement provides for the execution and delivery of supplements thereto (individually, an "Indenture Supplement" and, collectively, "Indenture Supplements") substantially in the form hereof which shall particularly describe the Equipment (such term and other terms defined in the Indenture referred to below being used herein as therein defined) included in the property covered by the Trust Agreement, by having attached thereto a copy of the Lease Supplement covering the Equipment;

WHEREAS, the Trust Indenture and Security Agreement (BN 1990-B), dated as of September 14, 1990 (the "Indenture"), between the Owner Trustee and The Connecticut National Bank, as Indenture Trustee (the "Indenture Trustee"), provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof which shall particularly describe the Equipment, by having attached thereto a copy of the Lease Supplement, and shall specifically mortgage the Equipment to the Indenture Trustee; and

WHEREAS, each of the Trust Agreement and the Indenture relates to the Equipment described in the copy of the Lease Supplement of even date herewith attached hereto and made a part hereof, and a counterpart of each of the Trust Agreement and the Indenture is attached to and made a part of this Indenture Supplement;

NOW, THEREFORE, in order to secure the prompt payment of the principal of, and premium, if any, and interest on all of the Equipment Notes from time to time

outstanding under the Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture for the benefit of the holders of the Equipment Notes in the Equipment Notes, subject to the terms and conditions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture and of the acceptance of the Equipment Notes by the holders thereof, and of the sum of \$1.00 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee (i) has sold, assigned, transferred, pledged and confirmed, and does hereby sell, assign, transfer, pledge and confirm, the property comprising the Equipment described in the copy of the Lease Supplement attached hereto (ii) has sold, assigned, transferred and set over, all of the right, title and interest of the Owner Trustee under, in and to the Lease Supplement of even date herewith (excluding, however, any rights to Excepted Property thereunder), referred to above, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the benefit of the holders from time to time of the Equipment Notes.

To have and to hold all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the holders from time to time of the Equipment Notes and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

This Supplement shall be construed as supplemental to the Indenture and to the Trust Agreement and shall form a part of each, and the Trust Agreement and the Indenture are each hereby incorporated by reference herein and each is hereby ratified, approved and confirmed.

This Supplement is being delivered in the State of New York.

This Supplement may be executed by the Owner Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

AND FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in the aforesaid Lease

Supplement attached hereto and made a part hereof has been delivered to the Owner Trustee and is included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

IN WITNESS WHEREOF, the Owner Trustee has caused this Indenture Supplement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

WILMINGTON TRUST COMPANY,
not in its individual capacity,
but solely as Owner Trustee

By: 

Title:

Vice President

STATE OF DELAWARE)
)
COUNTY OF NEW CASTLE) ss:

On this 8th day of November, 1990, before me personally appeared Norman P. Cross, to me personally known, who being duly sworn, says that he is a Corporate Trust Officer of WILMINGTON TRUST COMPANY, that said instrument was signed on November 8, 1990 on behalf of said Trust Company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Trust Company.

Sonja F. Allen
Notary Public

[NOTARIAL SEAL]

My Commission Expires:

SONJA F ALLEN
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 30, 1992